

# State of Vermont

Dept of Buildings & General Svcs  
Purchasing & Contract Admin  
Drawer 33  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7601  
USA

## CONTRACT



**Vendor ID 0000010630**  
**Peckham Industries Inc**  
**Foot of Union St**  
**Athens NY 12015**  
**USA**

<b>Contract ID</b> 0000000000000000000011343		<b>Page</b> 1 of 2
<b>Contract Dates</b> 05/01/2007 to 04/30/2008	<b>Origin</b> CP	
<b>Description:</b> CPS-AOT BITUMINOUS CONCRETE	<b>Contract Maximum</b> \$999,999,999.00	
<b>Buyer Name</b> Jamieson, Judith F	<b>Buyer Phone</b> 828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	5251	BITUMINOUS CONCRETE PAVEMENT, TYPES I-V. TO BE IN CONFORMANCE WITH SECTION 702 OF THE LATEST VERSION OF THE VT AOT STANDARD SPECIFICATIONS FOR CONSTRUCTION ALONG WITH ANY APPLICABLE GENERAL SPECIAL PROVISIONS. SEE LINE COMMENTS FOR LOCATION PRICING.	TON	0.00001	0.00	0.00

Order: 518-945-1120

LOCATIONS AS FOLLOWS:

LOCATION OF PLANT: COLCHESTER  
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 2000 TONS  
PRICE PER TON (US): \$51.50

LOCATION OF PLANT: HUDSON FALLS, NY  
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 3000 TONS  
PRICE PER TON (US): \$48.50

### CONTRACT TERMS AND ADDITIONAL INFORMATION

MATERIALS ARE TO BE IN CONFORMANCE WITH THE FOLLOWING TECHNICAL AND GENERAL SPECIFICATIONS. SECTION 702 OF THE VERMONT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2001, GENERAL SPECIAL PROVISIONS ENTITLED "BITUMINOUS CONCRETE" DATED DECEMBER 6, 2005, GENERAL SPECIFICATIONS BITUMINOUS CONCRETE DATED MARCH 10, 2006 AND PURCHASING & CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007.

CONTRACTOR IS TO SUPPLY BITUMINOUS CONCRETE PAVEMENT UNDER THE TERMS OF THIS CONTRACT.

PERIOD OF PERFORMANCE: CONTRACT IS FOR AN INITIAL ONE YEAR TERM WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

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INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

IF YOU HAVE ANY QUESTIONS REGARDING THIS CONTRACT PLEASE CONTACT:  
PURCHASING AGENT  
802-828-2215

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Fed ID or SSN: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_